

DEBI S. TULANG-DE SILVA 6190
Regulated Industries Complaints
Office
Department of Commerce and
Consumer Affairs
State of Hawaii
235 South Beretania Street, 9th Floor
Honolulu, Hawaii 96813
Telephone: (808) 586-2660

DEPARTMENT OF COMMERCE
AND CONSUMER AFFAIRS

SEP 11 3 17 PM '01

HEARINGS OFFICE

Attorney for Petitioner

BOARD OF DENTAL EXAMINERS
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the)	DEN 2000-9-L
License to Practice)	
Dentistry of)	SETTLEMENT AGREEMENT PRIOR
)	TO FILING OF PETITION FOR
MAURICE M. MATSUZAKI, JR.,)	DISCIPLINARY ACTION AND
D.D.S.,)	BOARD'S FINAL ORDER;
)	EXHIBIT "1"
Respondent.)	

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

MAURICE M. MATSUZAKI, JR., D.D.S. (hereinafter
"Respondent"), and the Department of Commerce and Consumer
Affairs, by and through its Regulated Industries Complaints
Office (hereinafter "RICO") enter into this Settlement Agreement
as follows:

WHEREAS, RICO received information that on or about
September 8, 1999, Respondent was sanctioned by the U.S.
Department of Health and Human Services for failure to repay his
Health Education Assistance Loan in violation of HRS §§436B-
19(8), (15) and (17);

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PROF. & OCCUPATIONAL
LICENSING DIVISION
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AND CONSUMER AFFAIRS
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WHEREAS, Respondent, being at all times relevant herein, licensed to practice dentistry by the State of Hawaii, License No. DT 1462, is subject to penalties including but not limited to, revocation, suspension or limitation of his license and fines, if the foregoing violations are proven at a hearing;

WHEREAS, Respondent's last known business address is 1481 South King Street, #407, Honolulu, HI 96814;

WHEREAS, Respondent has been apprised of and understands his right to be represented by counsel and voluntarily waives such right and enters into this Settlement Agreement without the benefit of legal representation;

WHEREAS, Respondent has been fully apprised of his right to a hearing pursuant to HRS Chapter 91, 92 and 448 and has voluntarily elected to waive said right to a hearing;

WHEREAS, Respondent admits that evidence exists from which the Board of Dental Examiners (hereinafter "Board") could find that Respondent engaged in conduct in violation of HRS §§436B-19(8), (15), and (17);

WHEREAS, the parties are desirous of effecting a settlement of this matter;

NOW THEREFORE, the parties agree, subject to the approval and order of the Board that:

1. Jurisdiction. The Board has jurisdiction over the subject matter filed herein and over the parties hereto;

2. Waiver of right to hearing. Pursuant to HRS Section 91-9(d), Respondent voluntarily waives his right to a hearing and agrees to a disposition of this case pursuant to the terms and conditions of this Settlement Agreement;

3. No coercion or duress. Respondent enters into this Settlement Agreement freely and voluntarily and under no coercion or duress, and Respondent is fully aware that in so doing, he is subject to disciplinary sanctions;

4. Administrative fine. Respondent voluntarily agrees to pay an administrative fine in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) within thirty (30) days of the date the Board approves this Settlement Agreement. Said payment shall be made by cashier's check or money order made payable to "DCCA Compliance Resolution Fund" and delivered via certified mail to the Regulated Industries Complaints Office, 235 South Beretania Street, 9th Floor, Honolulu, Hawaii 96813.

5. Compliance with Terms and Conditions of Repayment Agreement with U.S. Attorney's Office Department of Justice. Respondent represents that he was sanctioned by the U.S. Attorney's Office for his failure to repay a Health Education Assistance Loan and excluded from participation in the Medicare, Medicaid, and all Federal health care programs as a result. Respondent further represents that he subsequently entered into

an informal repayment agreement with the U.S. Attorney's Office and is currently in compliance with his monthly financial obligations to them. (See verification letter from the U.S. Attorney's Office attached hereto as Exhibit "1".) Respondent agrees to comply with the terms and conditions of his repayment agreement with the U.S. Attorney's Office as a part of this Settlement Agreement.

6. Failure to abide by terms of this Settlement Agreement. In the event that Respondent fails to abide by any of the terms of the Settlement Agreement, Respondent agrees to the revocation of his license without further hearing, upon the Board's receipt of an Affidavit from RICO attesting to any such violation and/or failure by Respondent. Upon the revocation of Respondent's license, Respondent understands that he shall not apply for a license for a period of five (5) years. If Respondent's license is revoked, Respondent shall turn in all indicia of his licensure to the Executive Officer of the Board within five (5) days after receipt of notice that his license has been revoked.

7. Possible further sanction. The Board, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Board may deem appropriate if Respondent violates any provision of the statutes or rules governing the practice of dentistry in the State of Hawaii, or if Respondent fails to abide by the terms of

this Settlement Agreement.

8. Approval of the Board. Respondent agrees that this Settlement Agreement shall not become binding upon any of the parties unless and until it is approved by the Board;

9. No objection if Board fails to approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto or does not approve a lesser remedy but instead an administrative hearing is conducted against Respondent in its usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither he nor his attorney will raise any objection in any administrative proceeding or in any judicial action, to the Board's proceedings against him on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement;

10. Ambiguities, if any, shall be construed to protect the consuming public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner which most completely protects the interest of the consuming public;


11. No reliance upon representations of RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation, opinion or

promise made by RICO or any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.

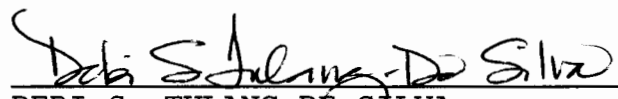
12. Complete Agreement. This Settlement Agreement:

- a) is a complete settlement of the rights, responsibilities and liabilities of the parties hereto;
- b) contains the entire agreement of the parties; and
- c) may only be modified, changed or amended by written instrument duly executed by all parties hereto.

DATED: Honolulu, Hawaii, September 4, 2001.


MAURICE M. MATSUZAKI, JR.
Respondent Pro Se

DATED: Honolulu, Hawaii, September 6, 2001.


DEBI S. TULANG-DE SILVA
Attorney for Department of
Commerce and Consumer Affairs

IN THE MATTER OF THE LICENSE TO PRACTICE DENTISTRY OF MAURICE M.
MATSUZAKI, JR., D.D.S.; SETTLEMENT AGREEMENT PRIOR TO FILING OF
PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;
RICO CASE NO. DEN 2000-9-I

APPROVED AND SO ORDERED:

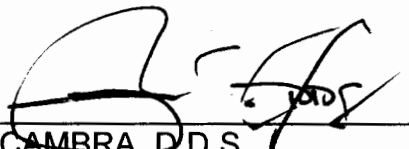
BOARD OF DENTAL EXAMINERS
State of Hawaii


WALLACE F. CHONG, JR., D.D.S., Chair

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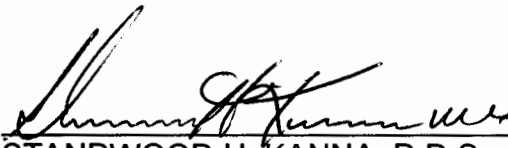
DATE


GERALD ADACHI, D.M.D., Vice Chair


JAY A. CAMBRA, D.D.S.

ROBERT A. BAYSA, D.D.S.


DENNIS N. ISHIMOTO, D.D.S.


STANDWOOD H. KANNA, D.D.S.

DEBORAH E. LICHOTA, R.D.H.


MELISSA T. PAVLICEK

 R.D.H., MPH.
JANET M.Y. PRIMIANO, R.D.H.


ANN TERANISHI

RONALD YOUNG, D.M.D.



DEPARTMENT OF COMMERCE
CONSUMER AFFAIRS

U.S. Department of Justice

*United States Attorney
District of Hawaii*

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REGULATORY INDUSTRIES
COMPLAINTS OFFICE

PJKK Federal Building
300 Ala Moana Blvd.
Room 6-100
Honolulu, Hawaii 96850

(808) 541-2850
FAX (808) 541-2958

July 9, 2000

VIA FAX 586-2670
Ms. Debi Tulang-DeSilva
Staff Attorney
Department of Commerce and Consumer Affairs
235 S. Beretania Street, 9th Floor
Honolulu, HI 96813

Re: MAURICE M. MATSUZAKI, DDS.
RICO Case No. DEN 2000-9-L

Dear Ms. Tulang-DeSilva:

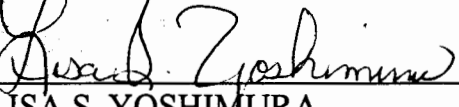
We are in receipt of your request regarding the status of Dr. Maurice M. Matsuzaki's repayment of his U.S. Department of Health and Human Services' judgment debt with the U.S. Attorney's Office.

Dr. Matsuzaki is in good repayment standing with our office. We have entered into an informal agreement with him to pay \$500.00 a month toward his monetary judgment obligation. According to our records he is current.

If you have any questions, please contact Lisa Yoshimura, Paralegal Specialist, at (808) 440-9289.

Very truly yours,

ELLIOT ENOKI
United States Attorney
District of Hawaii

By: 
LISA S. YOSHIMURA
Paralegal Specialist

cc: Dr. Maurice Matsuzaki, 1481 S. King Street, #407, Honolulu, HI 96814

EXHIBIT 1